

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
<i>Caption in Compliance with D.N.J. LBR 9004-1(b)</i> SAUL EWING LLP Turner N. Falk 1500 Market Street, 38th Floor Philadelphia, PA 19102 Telephone: (215) 972-7777 turner.falk@saul.com -and- Lucian B. Murley 1201 N. Market Street, Suite 2300 Wilmington, DE 19801 Telephone: (302) 421-6800 luke.murley@saul.com -and- PORTER HEDGES LLP Aaron J. Power (<i>pro hac vice</i> forthcoming) 1000 Main St., 36th Floor Houston, TX 77002 Tel: (713) 226-6000 Fax: (713) 226-6248 apower@porterhedges.com <i>Counsel to Clean Energy Services CES, LLC</i>	
In re: POWIN, LLC, <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 25-16137 (MBK) (Jointly Administered)

**OBJECTION OF CLEAN ENERGY SERVICES CES, LLC TO THE NOTICE OF
POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

To the Honorable Michael B. Kaplan, United States Bankruptcy Judge:

Clean Energy Services CES, LLC (“CES”) files this objection (the “Objection”) to the *Notice of Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 446] (the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504]; (iii) PEOS Holdings, LLC [5476]; (iv) Powin China Holdings 1, LLC [1422]; (v) Powin China Holdings 2, LLC [9713]; (vi) Charger Holdings, LLC [5241]; (vii) Powin Energy Ontario Storage, LLC [8348]; (viii) Powin Energy Operating Holdings, LLC [2495]; and (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

“Notice”).² CES files this limited objection to preserve its rights under section 365(b) of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with respect to certain of the Contracts to which CES is a party (collectively, the “CES Contracts”). In support of this Objection, CES respectfully states as follows:

I. RELEVANT BACKGROUND

1. Pursuant to the CES Contracts, CES provided prepetition services to the Debtors.
2. The Notice lists a cure amount of \$10,016,702.15 for the CES Contracts, which is the same amount the Debtors listed in their schedules.

II. OBJECTION

3. CES disputes the cure amount proposed by the Debtors in the Notice.
4. The correct cure amount for the CES Contracts is \$10,434,245.41, which is calculated as follows:

Invoice sent date	Invoice due date	Invoice number	Service period start date	Service period end date	Amount owed
2/26/2025	3/27/2025	1798.22	10/1/2024	10/31/2024	352,275.00
12/16/2024	1/15/2025	1828	11/1/2024	11/30/2024	390,400.00
2/26/2025	3/27/2025	1859.22	11/1/2024	11/26/2024	112,200.00
2/26/2025	3/27/2025	1865.22	11/1/2024	11/27/2024	229,130.00
2/26/2025	3/27/2025	1908.22	12/1/2024	12/31/2024	123,915.00
1/27/2025	2/26/2025	1916.2	12/1/2024	12/31/2024	101,640.00
2/13/2025	3/15/2025	1957	1/1/2025	1/31/2025	47,208.00
2/26/2025	3/27/2025	1959.22	1/1/2025	1/31/2025	359,040.00
2/28/2025	3/9/2025	1961.22	1/1/2025	1/31/2025	218,405.00

² Capitalized terms used but not defined herein shall have the meaning given to them in the Notice.

3/10/2025	4/9/2025	2019	2/1/2025	2/28/2025	201,505.00
3/10/2025	4/9/2025	2023	2/1/2025	2/28/2025	189,500.00
3/27/2025	4/26/2025	2025	1/26/2025	2/23/2025	80,000.00
3/7/2025	4/6/2025	2030	2/1/2025	2/28/2025	14,550.00
3/10/2025	4/9/2025	2035	2/1/2025	2/28/2025	202,860.00
3/10/2025	4/9/2025	2036.21	2/1/2025	2/28/2025	119,515.00
3/26/2025	4/25/2025	2036.22	2/1/2025	2/28/2025	191,015.00
3/7/2025	4/6/2025	2037.1	2/1/2025	2/28/2025	407,110.00
3/26/2025	4/25/2025	2037.22	2/1/2025	2/28/2025	180,840.00
3/10/2025	4/9/2025	2041.2	2/1/2025	2/28/2025	286,880.00
3/10/2025	4/9/2025	2045	2/1/2025	2/28/2025	8,800.00
3/7/2025	4/6/2025	2047	2/1/2025	2/28/2025	1,566.35
3/28/2025	4/27/2025	2074	10/1/2024	10/31/2024	12,485.00
4/5/2025	5/5/2025	2080	2/24/2025	3/23/2025	80,000.00
4/14/2025	5/14/2025	2091.1	3/1/2025	3/31/2025	126,439.83
4/15/2025	5/15/2025	2091.2	3/1/2025	3/31/2025	331,478.95
4/15/2025	5/15/2025	2092	3/1/2025	3/31/2025	134,151.60
4/10/2025	5/10/2025	2093	3/1/2025	3/31/2025	50,600.00
4/10/2025	5/10/2025	2094	3/1/2025	3/31/2025	26,840.00
4/18/2025	5/18/2025	2095.1	3/18/2025	3/19/2025	6,050.00
4/18/2025	5/18/2025	2095.2	3/18/2025	3/20/2025	8,690.00
4/21/2025	5/21/2025	2096	3/26/2025	3/27/2025	11,220.00
4/14/2025	5/14/2025	2097	3/1/2025	3/31/2025	11,356.83
4/10/2025	5/10/2025	2098	3/1/2025	3/31/2025	379,000.00

4/10/2025	5/10/2025	2099	3/1/2025	3/31/2025	189,500.00
4/10/2025	5/10/2025	2100.1	3/1/2025	3/31/2025	126,940.00
4/12/2025	5/12/2025	2100.2	3/1/2025	3/31/2025	289,575.00
4/10/2025	5/10/2025	2101	3/1/2025	3/31/2025	13,643.25
4/10/2025	5/10/2025	2102	3/1/2025	3/31/2025	12,389.64
4/10/2025	5/10/2025	2103.1	3/1/2025	3/31/2025	183,150.00
4/10/2025	5/10/2025	2103.2	3/1/2025	3/31/2025	64,790.00
4/10/2025	5/10/2025	2104	3/1/2025	3/31/2025	84,478.80
4/10/2025	5/10/2025	2105	3/1/2025	3/31/2025	42,239.40
4/10/2025	5/10/2025	2106	3/1/2025	3/31/2025	59,290.00
4/10/2025	5/10/2025	2107	3/1/2025	3/31/2025	53,000.00
4/12/2025	5/12/2025	2108	3/6/2025	3/7/2025	14,800.00
4/12/2025	5/12/2025	2109	3/10/2025	3/13/2025	24,040.00
4/12/2025	5/12/2025	2110	3/24/2025	3/31/2025	15,620.00
4/10/2025	5/10/2025	2111	3/19/2025	3/28/2025	13,200.00
4/12/2025	5/12/2025	2112	3/1/2025	3/31/2025	12,629.48
4/12/2025	5/12/2025	2113	3/14/2025	3/14/2025	5,500.00
4/15/2025	5/12/2025	2114	3/27/2025	3/29/2025	42,000.00
4/12/2025	5/12/2025	2115	3/1/2025	3/31/2025	621.43
4/12/2025	5/12/2025	2116	3/1/2025	3/31/2025	10,842.94
4/12/2025	5/12/2025	2118	3/25/2025	3/29/2025	10,000.00
4/12/2025	5/12/2025	2120	3/1/2025	3/31/2025	2,970.18
4/12/2025	5/12/2025	2121	3/1/2025	3/31/2025	17,325.00
4/15/2025	5/15/2025	2122	3/12/2025	3/25/2025	8,580.00

5/19/2025	6/18/2025	2146	4/1/2025	4/30/2025	84,478.80
5/8/2025	6/7/2025	2148	4/1/2025	4/30/2025	403,010.00
4/25/2025	5/25/2025	2150	4/1/2025	4/30/2025	379,000.00
4/25/2025	5/25/2025	2151	4/1/2025	4/30/2025	189,500.00
4/25/2025	5/25/2025	2154	5/1/2025	5/30/2025	379,000.00
5/1/2025	5/31/2025	2171	4/15/2025	5/30/2025	504,000.00
5/8/2025	6/7/2025	2176	4/7/2025	4/11/2025	33,900.00
5/10/2025	6/9/2025	2177	4/22/2025	4/25/2025	35,400.00
5/15/2025	6/14/2025	2178	4/3/2025	4/3/2025	7,810.00
5/7/2025	6/6/2025	2179	4/22/2025	4/23/2025	7,400.00
5/8/2025	6/7/2025	2180	4/8/2025	4/8/2025	4,100.00
5/7/2025	6/6/2025	2181	4/25/2025	4/25/2025	2,200.00
5/7/2025	6/6/2025	2182.1	4/2/2025	4/17/2025	9,566.59
5/7/2025	6/6/2025	2182.2	4/1/2025	4/25/2025	154,955.68
5/7/2025	6/6/2025	2184	4/1/2025	4/30/2025	18,109.07
5/17/2025	6/16/2025	2185.1	4/1/2025	4/9/2025	23,100.00
5/17/2025	6/16/2025	2185.2	4/1/2025	4/21/2025	137,720.00
5/8/2025	6/7/2025	2186.1	4/1/2025	4/3/2025	37,620.00
5/8/2025	6/7/2025	2186.2	4/1/2025	4/28/2025	109,120.00
5/8/2025	6/7/2025	2188	4/1/2025	4/30/2025	13,025.20
5/15/2025	6/14/2025	2189	4/1/2025	4/30/2025	18,540.28
5/13/2025	6/12/2025	2190	4/3/2025	4/28/2025	153,120.00
5/10/2025	6/9/2025	2191	4/1/2025	4/29/2025	56,980.00
5/10/2025	6/9/2025	2192	4/1/2025	4/11/2025	67,580.00

5/10/2025	6/9/2025	2193	4/1/2025	4/4/2025	22,770.00
5/15/2025	6/14/2025	2203	4/4/2025	4/7/2025	16,720.00
5/7/2025	6/6/2025	2205	4/3/2025	4/3/2025	1,100.00
5/7/2025	6/6/2025	2206	4/28/2025	4/29/2025	7,150.00
5/17/2025	6/16/2025	2226	4/1/2025	4/24/2025	49,559.95
5/17/2025	6/16/2025	2227	4/21/2025	4/30/2025	29,860.05
5/22/2025	6/21/2025	2241	1/27/2025	3/31/2025	182,860.80
5/30/2025	6/29/2025	2249	5/2/2025	5/2/2025	2,200.00
5/28/2025	6/27/2025	2251	5/15/2025	5/22/2025	14,000.00
5/28/2025	6/27/2025	2252	5/7/2025	5/8/2025	7,400.00
5/28/2025	6/27/2025	2253	5/12/2025	5/17/2025	16,200.00
5/28/2025	6/27/2025	2254	5/5/2025	5/23/2025	44,055.00
5/30/2025	6/29/2025	2255	5/2/2025	5/16/2025	22,000.00
5/28/2025	6/27/2025	2256	5/1/2025	5/31/2025	9,600.00
5/30/2025	6/29/2025	2257	5/5/2025	5/21/2025	37,455.00
5/30/2025	6/29/2025	2258	5/1/2025	5/31/2025	17,325.00
5/30/2025	6/29/2025	2259	5/1/2025	5/31/2025	33,958.67
5/30/2025	6/29/2025	2260	5/1/2025	5/16/2025	10,340.00
5/30/2025	6/29/2025	2261	5/20/2025	5/22/2025	13,200.00
5/30/2025	6/29/2025	2262	5/1/2025	5/12/2025	9,900.00
5/30/2025	6/29/2025	2263	5/5/2025	5/19/2025	38,610.00
5/30/2025	6/29/2025	2264	5/1/2025	5/31/2025	3,206.18
5/30/2025	6/29/2025	2265	5/1/2025	5/31/2025	5,747.74
5/30/2025	6/29/2025	2266	5/1/2025	5/31/2025	12,599.20

5/30/2025	6/29/2025	2267	5/1/2025	5/31/2025	5,585.94
5/30/2025	6/29/2025	2268	5/1/2025	5/31/2025	15,879.24
5/30/2025	6/29/2025	2269	5/1/2025	5/31/2025	261.06
5/30/2025	6/29/2025	2270	5/1/2025	5/31/2025	535,960.00
6/20/2025	7/20/2025	2309	4/1/2025	5/31/2025	145,714.28
Total					10,434,245.41

5. While a debtor generally has the right to assume and assign an executory contract under Section 365(b) of the Bankruptcy Code, if there are defaults under the executory contract, such assumption and assignment is subject to certain conditions, including that the debtor (a) cure, or provide adequate assurance that it will promptly cure, such default; (b) compensate, or provide adequate assurance that it will promptly compensate, the contracting party for any actual pecuniary loss resulting from such default; and (c) provide adequate assurance of future performance under such contract. 11 U.S.C. § 365(b)(1).

6. The amount of \$10,434,245.41 must be paid in full as a condition precedent to assumption of the CES Contracts.

III. RESERVATION OF RIGHTS

7. CES reserves the right (a) to amend the cure amount to include additional amounts that continue to accrue, including non-monetary obligations, and any other obligations that arise and/or become known to CES prior to assumption and assignment of the CES Contracts; and (b) to make a more thorough and definitive showing as to the cure amounts proffered by CES at a hearing on the matter.

8. CES further reserves the right to amend and/or supplement this Objection on any basis, including, without limitation, by adding or supplementing objections to Debtors' proposed cure amount and by adding or supplementing objections to the adequate assurance of future performance information provided by Debtors or any proposed assignee of the CES Contracts.

[Remainder Left Intentionally Blank]

IV. CONCLUSION

9. WHEREFORE, CES respectfully requests (a) that any Court order approving the assumption and assignment of any of the CES Contracts be conditioned upon Debtors or the assignee promptly paying the amounts listed above; and (b) such other and further relief as the Court deems just and proper.

Dated: July 28, 2025

Respectfully submitted,

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